

## TERMS OF USE I.SAFE MOBILE APP WORLD

### 1. SCOPE

1.1 These Terms of Use apply between you (hereinafter also referred to as „CUSTOMER“) and us, i.safe MOBILE GmbH, i\_Park Tauberfranken 10, 97922 Lauda-Königshofen, Germany (hereinafter referred to as „we/us“ or „PROVIDER“). They govern the use of the i.safe MOBILE App World and the possibility of purchasing and installing the apps available in the i.safe MOBILE App World (hereinafter referred to as „APPS“). CUSTOMER and PROVIDER are hereinafter also referred to individually as „CONTRACTING PARTY“ or jointly as „CONTRACTING PARTIES“.

1.2 These Terms of Use are the only terms applicable to the use of the i.safe MOBILE App World and the APPS available there. If no provision is made in these Terms of Use, the General Terms and Conditions of Business and Delivery of i.safe MOBILE GmbH in the version valid at the time the contract is concluded shall apply in addition; these can be accessed at <https://www.isafe-mobile.com/en/general-terms-conditions>.

1.3 In addition, the contract and license terms of the software manufacturers of the APPS (hereinafter „APP manufacturers“) apply, the acceptance of which the CUSTOMER declares separately to the respective APP manufacturer (prerequisite for use according to section 2.3).

1.4 The CUSTOMER's general terms and conditions shall not apply unless we give our express written consent to the same.

### 2. I.SAFE MOBILE APP WORLD OFFER

2.1 By accepting the terms of use, a contractual relationship is established between us as the PROVIDER and you as the CUSTOMER, and the CUSTOMER acquires the general authorization to use the i.safe MOBILE App World and to obtain APPS from the i.safe MOBILE App World to the extent specified in section 4. However, this does not establish an obligation on the part of the CUSTOMER to deploy or use certain APPS, nor an obligation on our part or the APP manufacturers to offer them.

2.2 We only provide the CUSTOMER with the data basis for downloading and installing the APPS on their end devices. APPS can only be downloaded as a data package via the i.safe MOBILE App World and installed on the CUSTOMER's end device.

2.3 In order to use installed APPS to the extent required by the CUSTOMER on their end devices, it is necessary to conclude a separate license agreement granting separate usage rights for the relevant APPS; the CUSTOMER must conclude the license agreement with the respective APP manufacturer and must purchase the license from them as well. We are neither a provider nor a reseller of these APP manufacturer licenses and do not check them. Contracts for these licenses are concluded exclusively between the CUSTOMER and the respective APP manufacturer; we are not a contractual partner to this separate contractual relationship between the CUSTOMER and the APP manufacturer.

2.4 Usage and installation instructions as well as system and compatibility information about the APPS can be found in the specific descriptions of the respective APP manufacturers, which are regularly available on their websites or via the respective APP. We conduct internal checks to make sure that only APPS that are compatible with the respective device are offered for download via the i.safe MOBILE App World.

### 3. USE OF THE I.SAFE MOBILE APP WORLD AND ACCESS TO THE APP OFFER, ORDERS

3.1 The i.safe MOBILE App World is aimed at entrepreneurs (Section 14 of the German Civil Code) only and is not meant for personal use by individuals. Only CUSTOMERS authorized by us on the basis of these Terms of Use are entitled to access the i.safe MOBILE App World; authorization is granted when we activate the i.safe MOBILE App World app for use on the CUSTOMER's end devices provided for this purpose. CUSTOMERS can only be legal entities, natural persons and partnerships with unlimited legal capacity who are merchants within the meaning of the German Commercial Code and who are acting in the exercise of their commercial activity.

3.2 The contract for the use of the i.safe MOBILE App World is concluded when the CUSTOMER opens the i.safe MOBILE App World app which is pre-installed on their device and runs it on their device. The use of the i.safe MOBILE App World, provided it is activated on the CUSTOMER's device, is free of charge.

3.3 APP offers in the i.safe MOBILE App World are generally non-binding and subject to change and, in the legal sense, represent an invitation to the CUSTOMER to make an offer to conclude a contract for the download and installation of the APP on the CUSTOMER's device. The CUSTOMER makes such an offer by clicking on the button provided for this purpose in the i.safe MOBILE App World, if necessary, after providing the additional information required for this purpose (e.g. information about the scope of the order). A user contract for the provision of services is only concluded upon completion of the related ordering process.

3.4 If a CUSTOMER requests the download and installation of APPS via the i.safe MOBILE App World, this is regarded as a binding offer to conclude a contract for the provision of the possibility to install the respective APP. Requests can be made by submitting an electronic declaration, for which the CUSTOMER completes the following steps in the i.safe MOBILE App World:

- Opening the i.safe MOBILE App World on the CUSTOMER's respective device
- Opening the APP desired by the CUSTOMER in the i.safe MOBILE App World
- Clicking on the „Install“ button and following the further instructions on the screen of the end device used by the CUSTOMER

By clicking on the „Install“ button, the CUSTOMER submits their offer and agrees to the inclusion of these terms of use. If an authorized employee of the CUSTOMER submits the offer on behalf of the CUSTOMER via the i.safe MOBILE App World, such employee assures that they have sufficient power to represent the CUSTOMER and submit the offer.

We can declare acceptance of the offer either by beginning to perform the services in a way that is obvious to the CUSTOMER (e.g. by allowing the download of the APP selected by the CUSTOMER) or through a separate confirmation of acceptance. The CUSTOMER's obligation under section 2.3 to acquire a license to use the APP from the respective APP manufacturer remains unaffected.

3.5 The CUSTOMER can print or save the contract text (these Terms of Use) using the functions of his browser. The current version of these Terms of Use can also be accessed at <https://www.isafe-mobile.com/en/general-terms-conditions>.

### 4. RIGHTS OF USE

4.1 Upon conclusion of the user contract the CUSTOMER is given access to the ordered APP and can download it from the i.safe MOBILE App World and install it on their end device. The CUSTOMER is merely granted a non-exclusive right to reproduction, which allows them to download and install the APP on their end device for use in the CUSTOMER's business. For full use of the APP on the CUSTOMER's end device, a separate license with the APP manufacturer is required as set out in section 2.3.

4.2 The CUSTOMER will be provided with the ordered APPS in object code for download. The CUSTOMER will not be given or transferred any software in source code, nor will they be granted access or corresponding rights to it.

4.3 The right of use is granted upon conclusion of the user contract and installation of the respective APP and expires after a certain period, which is to be agreed separately with the respective APP manufacturer.

4.4 The right of use is granted worldwide, unless otherwise stated in the license agreement between the CUSTOMER and the APP manufacturer.

4.5 The i.safe MOBILE App World and APPS are protected by copyright laws and other laws and conventions for the protection of intellectual property. Copyright notices, serial numbers and other identification features contained therein may not be removed or altered.

4.6 All rights in and with respect to all objects of rights and protectable content remain with the original rights holder. With regard to the APPS, the respective APP manufacturer remains the owner of all rights to the software. The CUSTOMER is not granted any rights of use that go beyond those indicated in these Terms of Use or other rights of any kind, nor does this give rise to a corresponding obligation to grant such rights. In particular, the CUSTOMER is not entitled to rent, lease, lend or otherwise make the respective APP available to third parties or to reverse engineer, decompile or disassemble software. Sections 69d and 69e of the German Copyright Act remain unaffected.

4.7 The CUSTOMER is not granted the right to edit the respective APP. The CUSTOMER is not entitled to transfer APPS, parts thereof, access to them or the reproduction rights granted on the basis of these Terms of Use to third parties or to make them publicly available. In addition, the CUSTOMER is not entitled to grant to third parties any simple or exclusive licenses to the respective APP or parts thereof or to the reproduction rights granted to the CUSTOMER.

4.8 In addition to these Terms of Use, other special license terms may apply, particularly for the use of the APPS, including open source license terms and license terms of third parties such as the APP manufacturers, of which the CUSTOMER is made aware e.g. in product-specific terms or in the respective license terms of the APP manufacturers.

4.9 The CUSTOMER undertakes to inform us immediately of any errors that become apparent during use of the ordered APPS.

4.10 The CUSTOMER is prohibited from

- taking actions that are likely to impair the functionality of the i.safe MOBILE App World and/or the APPS, in particular through placing excessive strain on the i.safe MOBILE App World;
- using the i.safe MOBILE App World and/or the APPS in an improper manner, in particular through offering, transmitting or requesting the sending of viruses, Trojans or other malicious software, mass emails, unsolicited advertising or other communication that is unwanted by the recipient;
- violating applicable legal provisions when using the i.safe MOBILE App World and/or the APPS.

4.11 The CONTRACTING PARTIES are aware that software may be subject to export and import restrictions. In particular, there may be permit requirements or the use of the software or associated technologies abroad may be subject to restrictions. The CUSTOMER will comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. Our performance of the contract is subject to the proviso that there are no obstacles to performance due to national and international export and import law regulations or other legal regulations.

### 5. INSTALLATION, SUPPORT, TRAINING, MAINTENANCE

5.1 We do not owe neither any implementation or installation of APPS, nor any support services, training or maintenance that go beyond the possibility to obtain and install APPS via the i.safe MOBILE App World.

5.2 The CUSTOMER is obliged to carry out updates of the purchased APPS themselves. We will inform the CUSTOMER in an appropriate manner about the availability of such updates, request them to update and inform them about the consequences of a failure to install them.

5.3 We or the APP manufacturers are at any time entitled to make changes to the i.safe MOBILE App World or the APPS that go beyond an update. Such changes might for example be necessary to adapt the i.safe MOBILE App World and/or the APPS to a new technical environment or to increased user numbers, or for other important operational reasons.

### 6. TERM AND TERMINATION

6.1 You may use the i.safe MOBILE App World indefinitely and may stop using it any time.

6.2 The terms and conditions regarding the duration and termination of the user contract for purchased APPS are set out in the license agreement of the respective APP manufacturer, which the CUSTOMER must conclude separately.

6.3 The right of the CONTRACTING PARTIES to termination for cause remains unaffected. Such cause exists if, considering all the circumstances of the individual case and balancing the interests of both parties, the terminating party cannot reasonably be expected to continue the contractual relationship until the agreed termination or until the expiry of a notice period.

6.4 Any termination must be expressly declared to the other CONTRACTING PARTY at least in text form (for example by e-mail) to be valid.

6.5 If the user contract is terminated or ends otherwise, the right of reproduction is no longer granted, and the CUSTOMER must cease using the offer.

6.6 If, after expiration of the contract and despite the above obligations, the CUSTOMER continues to use the i.safe MOBILE App World and/or the APPS or continues to exercise the right of reproduction on the basis of these Terms of Use, this shall not constitute a tacit extension of the contract.

### 7. CHARACTERISTICS AND AVAILABILITY OF THE I.SAFE MOBILE APP WORLD, DATA PROTECTION AND DATA SECURITY

7.1 The content and characteristics of our service offerings are mentioned in full in the respective product description and these Terms of Use. Unless otherwise stipulated in the respective product description or these Terms of Use, the following provisions apply.

7.2 We take appropriate measures and security precautions to prevent the i.safe MOBILE App World and the APPS from having a harmful effect on the CUSTOMER's user environment and to ensure adequate data security. APPS are checked for compatibility and usability on the end devices used by the CUSTOMER before they are made available in the i.safe MOBILE App World.

7.3 We have no influence on the use of the i.safe MOBILE App World by the CUSTOMER and the APPS purchased by the CUSTOMER. The same applies to the processing and use of the APPS in the CUSTOMER's sphere on their end devices, which is in particular governed by the intended use specified in the contractual terms of the respective APP manufacturer and by the applicable legal provisions.

7.4 The APPS used on CUSTOMER'S end devices can have an impact on methods, procedures and workflows in the CUSTOMER'S sphere and, depending on the application context and field of activity of the CUSTOMER, may also be used to control and configure the CUSTOMER'S machines and systems that influence certain evaluation processes or the production of work results. The APPS are intended only as support or as an aid and cannot replace an independent examination and/or a critical judgment by the CUSTOMER and their authorized users as to whether and which organizational and technical measures should be taken with regard to the aforementioned application contexts. In particular, we do not undertake any legal examination as to whether the measures planned by the CUSTOMER on the basis of APPS are lawful, e.g. with regard to data protection or labour law aspects. The CUSTOMER is solely responsible for the use of the offer via the i.safe MOBILE App World and the APPS.

7.5 Certain availability and service levels only apply if they are part of the respective offer description. Furthermore, we strive with the usual level of professionalism to keep interruptions in the operation of the i.safe MOBILE App World and the APP offering available through it as low as possible.

7.6 We are not responsible for any unavailability or malfunction of the i.safe MOBILE App World or the APPS offered in it that is due to

7.6.1 causes beyond our control (e.g. natural disasters, wars, terrorist attacks, riots, industrial action, official orders, pandemics, network or device failures, including at the CUSTOMER'S location or between the CUSTOMER'S location and the data centre we use);

7.6.2 the use of services, hardware or software not provided or expressly approved by us, including, without limitation, problems related to insufficient bandwidth or third-party software or services;

7.6.3 the CUSTOMER'S use of the i.safe MOBILE App World and/or the APPS after we have instructed the CUSTOMER to amend the use in a certain way and the CUSTOMER has failed to follow our instructions;

7.6.4 unauthorized action (including incorrect entries) or omission of a required action by the CUSTOMER or their employees, representatives, contractors or suppliers or by other persons who have gained access to the i.safe MOBILE App World and/or the APPS offered through it, or which is otherwise caused by the CUSTOMER'S failure to follow appropriate security procedures;

7.6.5 the CUSTOMER'S failure to comply with required configurations or a use of the i.safe MOBILE App World or the APPS that is not compatible with the features and functions of the services offered (e.g. attempts to perform unsupported operations) or does not correspond to the help published by us or the APP manufacturers.

7.7 We and the CUSTOMER will each comply with the data protection regulations applicable to us/them for the protection of personal data. The provision of the contractual services does not require the collection and processing of personal data. The customer is responsible for taking the appropriate technical and organizational measures to make sure that we do not receive access to personal data.

## 8. CUSTOMER RESPONSIBILITY AND DUTY TO COOPERATE

8.1 The CUSTOMER is responsible for ensuring that the system requirements applicable to the respective service offerings are met in the CUSTOMER'S operating environment. In particular, the CUSTOMER

8.1.1 must make sure that the available and used APPS are always used in the most recent version;

8.1.2 is responsible for a sufficiently powerful and uninterrupted Internet connection and the corresponding connection of those of their end devices to which the services offered by us are to be provided.

8.2 The CUSTOMER is solely responsible for the legal and contractually compliant use of the i.safe MOBILE App World. In particular, the CUSTOMER ensures that access to the i.safe MOBILE App World on the respective end device is only exercised by authorized employees. The CUSTOMER keeps a record of the purchased APPS and provides us with information and access to this information upon request.

8.3 The CUSTOMER ensures that only authorized employees download, install and use the APPS.

8.4 The CUSTOMER is solely responsible for the actions of their authorized employees. The CUSTOMER also ensures that their authorized employees are aware of and comply with these Terms of Use. The CUSTOMER must always accept responsibility for the conduct of their authorized employees (including all usage actions, declarations, and omissions).

8.5 Should an authorized employee quit their job, the CUSTOMER shall take all necessary measures to ensure uninterrupted, contractually compliant use of the i.safe MOBILE App World and the purchased APPS.

8.6 It is solely the CUSTOMER'S duty to make sure that the use within their sphere of the service offerings made available to them is contractually and legally compliant. This includes the CUSTOMER'S duty to make sure that the requirements for compliant use are met. In particular, the CUSTOMER is responsible for ensuring that the data protection requirements in accordance with section 7.7 are met and that no third-party rights (in particular to APPS) or statutory provisions are violated.

8.7 The CUSTOMER is solely responsible for data backups unless the storage of data is the subject of a separate agreement with us.

## 9. BREACH OF DUTY BY CUSTOMER

9.1 In the event of a material breach of these Terms of Use or of the provisions of contracts concluded on the basis of these Terms of Use – in particular in the event of exceedance of the right to use the service (section 4) or a breach of the CUSTOMER'S duty to cooperate (section 8) – or in the event of a breach of statutory provisions by the CUSTOMER for which the CUSTOMER is responsible, we reserve the right to stop providing the service offerings for the duration of the breach or violation. Any further claims and rights on our part, in particular to termination and compensation, irrespective of their legal grounds, remain unaffected.

9.2 The CUSTOMER shall indemnify us against all claims, demands, expenses, costs and damages caused by actions and omissions of the CUSTOMER, their employees or vicarious agents in connection with the fulfilment or non-fulfilment of the CUSTOMER'S duty to cooperate (section 8), the exceeding of the right to use the service (section 4) or the unauthorized or illegal use of our service offerings. The CUSTOMER shall immediately inform us in writing of any claims, demands or fines asserted or threatened and shall defend us against the respective assertion upon our request.

## 10. INDEMNIFICATION, WARRANTY

10.1 If a third party asserts claims against the CUSTOMER based on the fact that our service offering constitutes an infringement, for which we are responsible, of the third party's copyright or industrial property rights, we will indemnify the CUSTOMER against all claims for damages and costs imposed by a court of law, provided that we were notified immediately in writing of the assertion of such a claim and information and appropriate support are provided. In addition, it is a prerequisite that we are granted the authority to defend or settle the asserted claim.

10.2 The CUSTOMER'S warranty and indemnification claims are excluded

- for our range of services via the i.safe MOBILE App World, which is made available to the CUSTOMER free of charge, except in the event of fraudulent concealment of a defect by us or our vicarious agents;
- in the cases mentioned in section 7.6, unless the CUSTOMER can prove that the defect/ infringement would have occurred even without the circumstances mentioned there;
- insofar as the CUSTOMER'S breach of their duty to cooperate or failure to immediately and in detail report a defect in text form was (partly) the cause of damage or the defect can not or no longer be remedied as a result; the requirements set out in section 8.1 remain unaffected.

## 11. LIABILITY

11.1 As we do not charge any fees neither for the provision of the APPS in the i.safe MOBILE App World, nor for the provision of the i.safe MOBILE App World as such, our liability is limited to intent or gross negligence and fraudulent concealment of defects.

11.2 The above exclusions and limitations of liability also apply in favour of our employees, representatives, bodies, and vicarious agents as well as in favour of other third parties whom we use to perform the contract.

11.3 Cases of statutory liability (e.g. claims for damages under the Product Liability Law) and liability for damage arising from injury to life, limb or health shall remain unaffected by the aforementioned liability restrictions.

## 12. CHANGES TO THESE TERMS OF USE

We reserve the right to change these Terms of Use at any time. Changed terms will be displayed in the i.safe MOBILE App World so the CUSTOMER can actively agree to the changes.

## 13. APPLICABLE LAW AND JURISDICTION

13.1 These Terms of Use and any contracts concluded on the basis thereof shall be governed by the laws of the Federal Republic of Germany.

13.2 The exclusive place of jurisdiction for all claims arising from or in connection with the user contract is our place of business, provided that the CUSTOMER is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany. The statutory provisions remain unaffected.

## 14. SEVERABILITY CLAUSE

Should any of the provisions set out in these Terms of Use or contracts closed on their basis be or become invalid or unenforceable in whole or in part, or should these Terms of Use and contracts concluded on the basis thereof contain a gap, this shall not affect the validity of the remaining provisions.

as per 24 September 2024